

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
FIELDWOOD ENERGY LLC, et al.,	§	Case No. 20-33948 (MI)
	§	
Debtors.¹	§	(Jointly Administered)
	§	

**STIPULATION EXTENDING DEADLINE TO ASSUME OR REJECT
A CERTAIN NONRESIDENTIAL REAL PROPERTY LEASE
UNDER SECTION 365(d)(4) OF THE BANKRUPTCY CODE**

Fieldwood Energy LLC (“**Lessee**”), a debtor in the above-captioned chapter 11 cases, and Cheyenne Services, LLC (“**Lessor**” and, together with Lessee, the “**Parties**”), hereby enter into this stipulation (this “**Stipulation**”), and stipulate and agree as follows.

Recitals

WHEREAS, Lessee is the lessee under the Lease Agreement dated November 19, 2019 with Lessor for warehouse premises located in Lafayette, Louisiana (the “**Lease**”);

WHEREAS, on December 30, 2020, the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) entered the *Order Extending Time to Assume or Reject Unexpired Leases of Nonresidential Real Property* (Docket No. 712), thereby extending the period within which the debtors in the above-captioned cases (the “**Debtors**”) must assume or reject unexpired leases of nonresidential real property (the “**Assumption/Rejection Period**”) through and including March 1, 2021;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

WHEREAS, on March 31, 2021, the Bankruptcy Court entered the *Second Order Extending Time to Assume or Reject Unexpired Leases of Nonresidential Real Property* (Docket No. 1190), thereby extending the Assumption/Rejection Period through and including May 31, 2021;

WHEREAS, Lessee has requested, and Lessor has agreed to grant Lessee, a further extension of the Assumption/Rejection Period for the Lease up to and including July 30, 2021 (the “**Extended Deadline**”); and

WHEREAS, the Parties desire to memorialize their agreement in this Stipulation;

NOW, THEREFORE, it is hereby stipulated and agreed to by and among the Parties:

1. Pursuant to section 365(d)(4) of the Bankruptcy Code, the Assumption/Rejection Period for the Lease is extended from May 31, 2021 through and including the Extended Deadline.
2. The Parties acknowledge and agree that this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, and that no further consent of Lessor shall be required for the sole purpose of granting an extension through the Extended Deadline.
3. Extension of the Assumption/Rejection Period through the Extended Deadline granted pursuant to this Stipulation is without prejudice to Lessee’s right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code.
4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief granted herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors’ rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Lease, is executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors’ rights under the Bankruptcy Code or any other applicable law, including the Debtors’ right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Lease.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

6. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

7. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

IN WITNESS WHEREOF, the Parties hereby have caused this Stipulation to be duly executed.

/s/ Tommy R. Lamme

By: Tommy R. Lamme
Title: Senior Vice President and General Counsel
Fieldwood Energy LLC and its Affiliated Debtors

Carlos A. Torres

By: CARLOS A. TORRES
Title: *President*
Chevenne Services, LLC